EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
(Southern Division)

AVARY LEIGH, ***individually and on behalf of all similarly situated persons*****,** **Plaintiff,** **v.** **BOTTLING GROUP, LLC ,** **Defendant.**	C.A. No. 8:10-cv-00218 (DKC)

NOTICE OF FLSA COLLECTIVE ACTION AND PROPOSED SETTLEMENT

You are receiving this notice because Bottling Group, LLC's ("BG" or "Bottling Group") records indicate that you worked for Bottling Group as a Relief Pre-Sell Representative at some point between January 27, 2007 and January 1, 2011 in one of the following six Market Units: Chesapeake, Michigan, Minnesota, New England, Upstate New York and Western Pennsylvania ("Covered Position").

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ THIS NOTICE CAREFULLY.

I. INTRODUCTION

On January 27, 2010, former Chesapeake Region Relief Pre-Sell Representative Avary Leigh ("Named Plaintiff"), on behalf of himself and all others allegedly similarly situated, filed a complaint captioned Leigh v. Bottling Group, LLC, Case No. 8:10-cv-00218 (the "Litigation"), in the United States District Court for the District of Maryland asserting violations of the Fair Labor Standards Act ("FLSA") for overtime wages.

The parties have reached an agreement to settle the Litigation and that settlement has been proposed to the Court. A decision as to whether the settlement will receive approval will be made at a hearing to be held after the Potential Plaintiffs, as defined below, have been given an opportunity to opt in and submit objections.

If it receives approval, the settlement will apply to all persons who meet the following definition:

Potential Plaintiffs:

All persons employed by Bottling Group, LLC ("BG" or "Bottling Group") at any time between January 27, 2007 and January 1, 2011 in the role of Relief Pre-Sell Representative in the following six Market Units: Chesapeake, Michigan, Minnesota, New England, Upstate New York and Western Pennsylvania.

II. THE REASON YOU HAVE RECEIVED THIS NOTICE

You are believed to be a Potential Plaintiff. If so, your rights are affected because the parties have reached an agreement to settle the Litigation and that settlement has been proposed to the Court.

You are hereby notified that:

1. The Parties to the Litigation signed a Stipulation and Settlement of Collective Action Claims ("Settlement Agreement") that fully sets forth the details of the settlement, and you may obtain a copy of the Settlement Agreement from either the Court or the Claims Administrator.

2. The Settlement Agreement has been submitted to the Court and the Parties have requested approval of the Settlement Agreement.

3. Bottling Group maintains that it complied with the law at all times and denies that it has any liability with respect to the Litigation. Bottling Group entered into the Settlement Agreement as a compromise of disputed claims and no aspect of this settlement constitutes an admission of wrongdoing of any kind.

4. If you timely submit a completed Opt In/Claim Form, you will be entitled to receive the relief provided in the settlement, if it is approved by the Court, and you will fully release Bottling Group from any claim that is included within the waiver and release set forth in the Settlement Agreement.

5. If you do not timely submit a completed Opt In/Claim Form, you will forfeit your opportunity to receive a settlement payment under the proposed settlement, if it is approved by the Court.

This Notice is not to be understood as an expression of any opinion by the Court as to the merits of any claims or defenses asserted by any party to the Litigation. This Notice is sent for the sole purpose of informing you of the Litigation and the terms of the proposed settlement so that you may make appropriate decisions.

III. SUMMARY OF THE RELIEF PROVIDED BY THE PROPOSED SETTLEMENT AGREEMENT

If you timely submit a completed Opt In/Claim Form and become a Settlement Collective Member, you will receive such benefits, if any, as you may qualify for under the settlement, and you will be forever barred from asserting rights with respect to matters that are the subject of this case.

For purposes of settlement, and without admitting any liability, Bottling Group has agreed to provide certain relief to Settlement Collective Members who submit claims forms as described in this Notice. The following is only a summary of the relief contained in the Settlement Agreement. In the event there are any conflicts between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

The relief granted by the Settlement Agreement is summarized as follows:

1. Your individual settlement award will be based on the number of weeks you worked in the position of Relief Pre-Sell Representative between January 27, 2007 and January 1, 2011 in one of the following six Market Units: Chesapeake, Michigan, Minnesota, New England, Upstate New York and Western Pennsylvania ("Covered Position"). The total amount to be made available to the Potential Plaintiffs will be divided by all weeks worked by all Potential Plaintiffs in Covered Positions. Each individual Potential Plaintiff's settlement award will be based on the resulting amount per week multiplied by the number of weeks worked in a Covered Position

2. It is impossible for the parties to know at this point the exact amount of your settlement award. However, the parties have estimated that the amount of your individual settlement payment will be approximately $______ per week worked in a Covered Position. Please note that this estimate does not reflect the tax withholdings that will be deducted from your actual settlement award check. In addition, your actual award may be higher or lower than this amount.

3. Based upon the equitable formula approved by the Court, there will be substantial differences among Settlement Collective Members as to the amount each individual participating Settlement Collective Member will receive in settlement. This is because the settlement amounts are based upon the length of time each Settlement Collective Member worked in a Covered Position during the applicable period of time.

4. The Claims Administrator will make all legally mandated payroll deductions from any payments paid to you as set forth in the Settlement Agreement.

5. You do not need to pay any portion of either Plaintiffs' or Bottling Group's attorneys' fees and costs. All payments for Plaintiffs' Counsel's fees and costs will be paid from the Settlement Fund. Plaintiffs' Counsel will request an award of attorneys' fees and costs from the Settlement Fund in an amount not to exceed Two Hundred Thousand Dollars ($200,000).

6. Plaintiffs' Counsel will also request that the Court approve an incentive award not to exceed Nine Thousand Dollars ($9,000) to the Named Plaintiff to be paid from the Settlement Fund.

7. Claims Administration expenses in the amount of $15,000 shall also be paid from the Settlement Fund.

8. **IN ORDER TO RECEIVE A SETTLEMENT PAYMENT OR APPEAR AT THE HEARING, YOU MUST FILE A TIMELY OPT IN/CLAIM FORM, WHICH IS ENCLOSED WITH THIS NOTICE. IF YOU DO NOT TIMELY SUBMIT AN OPT IN/CLAIM FORM, YOU WILL NOT BE ENTITLED TO APPEAR AT THE HEARING OR RECEIVE A SETTLEMENT PAYMENT. YOUR OPT IN/CLAIM FORM MUST BE POSTMARKED BY ________, 2011.**

IV FINAL APPROVAL HEARING

On _______ [DATE] at ______ [TIME], an approval hearing will be held before the Honorable Deborah K. Chasanow of the U.S. District. Court for the District of Maryland, Greenbelt Division, located at 6500 Cherrywood Lane, Greenbelt, MD 20770. At that hearing, the Court will decide whether to approve the Settlement Agreement as fair.

At that hearing, any Potential Plaintiff who has submitted a valid and timely Opt In/Claim Form may be heard. Further, any Potential Plaintiff who has submitted a valid and timely Opt In/Claim Form and wishes to object to the Settlement Agreement may do so, either by appearing in person or by submitting written objections in advance. Any Potential Plaintiff wishing to submit written objection(s) shall file such objection(s) with the Court at the address listed above, and shall also send copies of such notice to Class Counsel, identified below, and to Counsel for Bottling Group: Samantha D. Hardy, Sheppard Mullin Richter & Hampton, LLP, 501 W. Broadway, Suite 1900, San Diego, CA 92101. Further, any Potential Plaintiff who submits an Opt In/Claim Form may subsequently withdraw from the case either by submitting written materials to the Court or by appearing at the approval hearing.

V. WHAT HAPPENS IF I DO NOT TIMELY SUBMIT AN OPT IN/CLAIM FORM?

A. If you timely submit An Opt In/Claim Form, you will receive a settlement payment and you will release all claims that are released pursuant to the terms of the Settlement Agreement.

B. IF YOU DO NOTHING (MEANING, IF YOU DO NOT TIMELY SUBMIT A COMPLETED OPT IN/CLAIM FORM), YOU WILL *NOT* RECEIVE A SETTLEMENT PAYMENT AND YOU WILL NOT BE ENTITLED TO APPEAR AT THE HEARING. You will also not release any of your rights to bring a claim against Bottling Group.

VI. RELEASES

If you timely submit an Opt in/Claim Form, and the proposed settlement is approved by the Court, you will fully and finally release Bottling Group, LLC and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys and each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents (the "Released Parties"), from all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal constitution, statute, rule or regulation, including federal wage and hour laws, whether for economic damages, non-economic damages, restitution, penalties or liquidated damages, arising out of, relating to, or in connection with: (1) any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are or could be the basis of claims (a) that Bottling Group failed to compensate you for all hours worked, including overtime hours, in accordance with federal law; and/or (b) that Bottling Group owes wages, commissions, penalties, interest, attorneys' fees or other damages of any kind based on a failure to comply with any federal wage and hour laws, at any time on or before January 1, 2011 (whether based on federal wage and hour law, contract, or otherwise); and/or (2) the causes of action asserted, or which could have been asserted, in the Collective Action, including any and all claims for alleged failure to compensate you for all hours worked, including overtime hours, in accordance with state or federal law.

Assuming the proposed settlement is approved by the Court, this waiver and release of claims shall be binding on all Settlement Collective Members who timely submit an Opt In/Claim Form, including each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns. Further, this waiver and release of claims shall inure to the benefit of the Released Parties.

VII. PLAINTIFFS' COUNSEL

If you have any questions concerning the proposed Settlement Agreement, or this Notice, you may contact Plaintiffs' Counsel:

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PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.